

**LAW OFFICES OF PETER W. BAKER, LLC**  
**BY: PETER W. BAKER, ESQUIRE**  
**1429 WALNUT STREET, SUITE 900**  
**PHILADELPHIA, PA 19102**  
**(215) 569-1830**

**UNITED STATES DISTRICT COURT  
FOR THE  
EASTERN DISTRICT OF PENNSYLVANIA**

<b>C.T. BINDER COMPANY</b>	:	
<b>610 Covington Terrace</b>	:	
<b>Moorestown, NJ 08057</b>	:	
	:	<b>Hon.</b>
	:	
<b>Plaintiff</b>	:	<b>Civil No.</b>
	:	
<b>v.</b>	:	
	:	
<b>WORTH &amp; COMPANY, INC.</b>	:	
<b>6263 Kellers Church Road</b>	:	
<b>Pipersville, PA 18947</b>	:	
	:	<b><u>COMPLAINT</u></b>
<b>Defendant</b>	:	
	:	

**COMPLAINT**

**Jurisdiction**

The Jurisdiction of This Court is based upon 28 U.S.C. §1332, in that the Plaintiff is a citizen of New Jersey, the Defendant is a citizen of Pennsylvania, and the amount in controversy is in excess of \$75,000.00, exclusive of interest and costs, and in violation of the Public Works .

### **Introduction**

This matter involves Defendant's improper usurpation of Plaintiff's proprietary plans and specifications for certain industrial HVAC control systems created by Plaintiff, misrepresenting them as their own, and using them for their own profit, in breach of the parties' contract, in violation of the covenant of good faith and fair dealing, and in the infringement of Plaintiff's trade secrets.

### **The Parties**

1. Plaintiff, C. T. Binder Company, ("CTB" or "Plaintiff"), is a Delaware Limited Liability Company with a principal place of business at 610 Covington Terrace, Moorestown, NJ 08057-1636. Its principal business is the engineering and installation of control systems for heating, ventilating and air conditioning ("HVAC") control systems.

2. At all times material hereto, CTB acted by and through its agents, servants, representatives, employees, officers and directors as more fully described below.

3. Defendant, Worth & Company, Inc., ("Worth" or "Defendant") is a Pennsylvania for-profit business corporation having a principal place of business at 6263 Kellers Church Road, Pipersville, PA 18947. Its principal business is that of a mechanical contractor.

4. At all times material hereto, Worth acted by and through its agents, servants, representatives, employees, officers and directors as more fully described below.

### **Facts**

5. Plaintiff hereby incorporates the foregoing paragraphs as if the same were set forth fully herein.

6. In December 2003, Worth won a contract with the Pennsylvania Department of General Services (“DGS”) to act as a prime mechanical contractor in a construction project to renovate Burleigh Hall on the campus of Cheyney University in Cheyney, Pennsylvania (“The Burleigh Hall Project”).

7. Prior to bidding on that contract, Worth had approached CTB and asked them to submit to Worth their bid to design and install certain HVAC control systems as a component part of that larger project, which CTB did; Worth then accepted and incorporated CTB’s bid information into their overall bid to DGS.

8. Soon after winning the DGS contract, Worth again approached CTB and entered into further, more detailed negotiations regarding the nature and extent of CTB’s participation in the Burleigh Hall Project; at that time, Worth requested that CTB send them “submittals,” or detailed plans, for the HVAC control systems, representing to CTB that Worth would employ CTB as subcontractors on the Burleigh Hall project in accordance with the submittals.

9. Subsequently, on May 18, 2004, Worth memorialized this Agreement via a “Purchase Order,” which shows that Defendant agreed to employ Plaintiff as

the HVAC controls subcontractor on the Burleigh Hall Project, in accordance with its submittals, for \$95,000.00.

10. A true and correct copy of the May 18, 2004 Purchase Order is attached hereto and incorporated herein as Exhibit A.

11. Soon thereafter, instead of employing CTB as agreed, Defendant took Plaintiff's submittals verbatim, misrepresented them to DGS representatives as their own, despite the fact that Worth had no prior experience with the specific controls in issue.

12. Worth, employing its own personnel, subsequently completed the HVAC controls portion of the Burleigh Hall project itself, rather than employ CTB for that purpose, as it had previously agreed to do, and kept the proceeds thereof.

**COUNT I**  
**BREACH OF CONTRACT**

13. Plaintiff hereby incorporates all the preceding paragraphs as if the same were set forth fully at length herein.

14. Plaintiff and Defendant had a valid and binding agreement that Defendant would employ Plaintiff as the HVAC controls subcontractor on the Burleigh Hall Project.

15. Defendant breached this agreement by failing and refusing to employ Plaintiff as agreed, resulting in losses to Plaintiff.

16. Defendant acted with no privilege or justification, and its actions were entirely improper.

WHEREFORE, for the foregoing reasons, Plaintiff, C. T. Binder Company, hereby demands judgment in its favor and against Defendant, Worth & Company, Inc., for direct damages, consequential damages, special damages, costs and interest in an amount in excess of \$75,000.00, and any and all other relief as This Honorable Court finds just.

**COUNT II**  
**INFRINGEMENT OF TRADE SECRETS**

17. Plaintiff hereby incorporates all the preceding paragraphs as if the same were set forth fully at length herein.

18. Plaintiff possessed patterns of information, computer programs, and other compilations of information used in its business which gave it the opportunity to obtain advantage over competitors who did not have or use that information, in its submittals, bids, and other related information.

19. The information in question was not readily available outside Plaintiff's business, was known only to Plaintiff's employees, was subject to extensive security measures, had a high value to both Plaintiff and competitors, was expensive for Plaintiff to produce, and could not easily be acquired or developed by others.

20. Defendant infringed upon these trade secrets by misappropriating the information to itself and using it to usurp the Burleigh Hall Project from Plaintiff, causing losses described above.

WHEREFORE, for the foregoing reasons, Plaintiff, C. T. Binder Company, hereby demands judgment in its favor and against Defendant, Worth & Company,

Inc., for direct damages, consequential damages, special damages, punitive damages, costs and interest in an amount in excess of \$75,000.00, and any and all other relief as This Honorable Court finds just.

**COUNT III**  
**BREACH OF COVENANT OF GOOD FAITH**  
**AND FAIR DEALING**

21. Plaintiff hereby incorporates all the preceding paragraphs as if the same were set forth fully at length herein.

22. The Agreement Plaintiff entered into with Defendant implied a covenant of good faith and fair dealing that Defendant would take all steps reasonably necessary to ensure that Plaintiff would be employed as the HVAC controls subcontractor on the Burleigh Hall Project.

23. Defendant breached this covenant by unreasonably refusing to so employ Plaintiff, by misrepresenting Plaintiff's submittals to DGS as its own and by improperly acting as the HVAC controls subcontractor on the Burleigh Hall Project, thus thwarting Plaintiff's expectation and purpose of entering into the Agreement and destroying the Plaintiff's rights to receive the fruits of the Agreement.

24. This breach has resulted in financial and other losses to the Plaintiff.

WHEREFORE, for the foregoing reasons, Plaintiff, C. T. Binder Company, hereby demands judgment in its favor and against Defendant, Worth & Company, Inc., for direct damages, consequential damages, special damages, punitive damages, costs and interest in an amount in excess of \$75,000.00, and any and all other relief as This Honorable Court finds just.

Respectfully Submitted,

**LAW OFFICES OF PETER W. BAKER, LLC**

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By: Peter W. Baker, Esquire  
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Attorney for Plaintiff,  
C. T. Binder Company

Date: June 7, 2005